

EXHIBIT

1

COVENANT NOT TO COMPETE

THE BAUE FUNERAL HOME CO.

and

ST. CHARLES MEMORIAL GARDENS, INC.

1. In consideration of the sum of \$ 500.00, the receipt and sufficiency of which are hereby acknowledged by Sarah Boland (hereinafter referred to as "Employee"), and in consideration of Employee's initial and/or continued employment as A Funeral Director by the BAUE FUNERAL HOME CO., a Missouri Corporation, and/or St. Charles Memorial Gardens Inc. Employee does hereby agree that for a period of two (2) years after the termination of his or her employment by The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., whether said termination is voluntary or involuntary, Employee shall not, directly or indirectly as an employee, owner, consultant, or otherwise, or through any corporation, partnership, proprietorship or association in which Employee has any interest whatsoever, engage in the embalming, funeral home, cremation service, or cemetery service businesses in St. Charles County, Missouri. In addition, Employee agrees that he may not work for a competitive person or firm that has a presence in St. Charles County, Missouri, but has its business location outside of St. Charles County, Missouri.

2. Employee also agrees that, with respect to the embalming, funeral home, cremation service, and cemetery service businesses, during this same two-year period, Employee will not contact, do business with, solicit, or attempt to do business with any of the customers or clients of The Baue Funeral Home Co.

and St. Charles Memorial Gardens, Inc., who were customers or clients of The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., on the date of the Employee's termination of employment. The terms "customer" or "client" as used in this Agreement shall also include firms or persons who are suppliers to The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., if those suppliers are owned by a business that operates a funeral home service or cremation service.

3. Employee agrees that the consideration for this Covenant Not to Compete is the sum of \$ 500.00 and Employee's initial and/or continued employment by the Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., and that such consideration is just and valuable consideration.

4. Employee further recognizes and agrees that Employee has had or will have substantial customer and client contacts while working for The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., and that Employee will gain knowledge of The Baue Funeral Home Co.'s and St. Charles Memorial Gardens, Inc.'s, billing processes, programs, business strategies, products and service, analytical processes, pricing, customer lists, customer identities, business strengths and weaknesses, and other confidential and proprietary trade secrets and confidential information.

5. Employee further agrees and recognizes that customer lists, customer contacts, confidential information, lists of clients, business strategies, products and services, pricing, business strengths and weaknesses, and other documentation and knowledge gained by Employee in the course of Employee's

employment by The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., are confidential business information and trade secrets of The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc. Employee further agrees that when and if Employee is no longer employed by The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., that Employee will return all such documents, and copies thereof to the Company and shall not retain, use, copy sell, disclose, or otherwise disseminate, whether for profit or otherwise, said confidential information and trade secrets.

6. Employee recognizes and agrees that Employee has the ability to earn a living and a livelihood without violating the restrictions on competition as set out above and that Employee has independent skills and knowledge which would allow Employee to make a substantial living and livelihood without violating this Agreement.

7. The Employee also agrees that, during the two-year period as set forth in paragraph 1 of this Covenant Not to Compete, Employee will not contact, or do business with, solicit, or attempt to do business with any customers or clients of The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., in an effort to cause them to move their business to any other company or facility or in an attempt or effort to cause such customers and/or clients to cancel their business relationship with The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc.

8. The parties both recognize and agree that the Corporation known as The Baue Funeral Home Co. and the Corporation known as St. Charles

Memorial Gardens, Inc., have valid business concerns and interests in the areas described in this document.

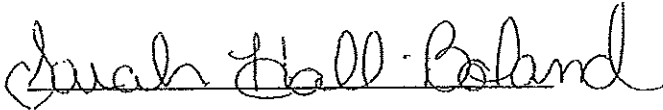
9. The periods of time set forth in this Covenant Not to Compete shall be extended for any period of time equal to the time any litigation instituted by The Baue Funeral Home Co. and St. Charles Memorial Gardens, Inc., to enforce the provisions hereof remains pending.

10. If the provisions of this Covenant Not to Compete are violated, in whole or in part, the Companies shall be entitled, upon application to any court of proper jurisdiction, to a temporary restraining order or preliminary injunction to restrain and enjoin the Employee from any violation without prejudice to any other remedies the Companies may have at law or in equity. In addition, the Companies may recover any reasonable attorney's fees and costs incurred by Companies in enforcing this Agreement.

11. Employee hereby warrants and represents that upon the commencement date performance of Employee duties under this agreement will not breach any other agreement to which Employee is a party, including but not limited to any covenant not to compete or agreement restricting Employee ability to work for the company. Further, Employee warrants and represents that Employee is not party to any litigation, current, pending, or other, that could impair Employee performance under this agreement or adversely impact the company, including, but not limited to, its reputation, employees or business practices. Employee agrees to hold harmless and indemnify the companies

against any damage, loss or attorney(s) fees arising from any misrepresentation or breach by Employee of misrepresentation and warranties.

12. This document shall be interpreted and construed according to the laws of the State of Missouri. Jurisdiction and venue for any lawsuit arising out of this Agreement or any breach thereof shall be maintained only in the Circuit Court of St. Charles, Missouri, Circuit Judge Division.



[Employee]

[Date]

THE BAUE FUNERAL HOME CO.

By 

5-24-13

[Date]

ST. CHARLES MEMORIAL GARDENS, INC.

By 

[Employer]

5-24-13

[Date]